

24.00

Prepared by and return to:

MORTON & GETTYS, LLC  
Attn: Melissa G. Cassell, Esq.  
Fountain Park Place  
331 East Main Street, Suite 300  
Post Office Box 707  
Rock Hill, South Carolina 29731

**FOURTH AMENDMENT AND NINTH SUPPLEMENT TO MASTER COVENANTS,  
CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR RIVERWALK**

THIS FOURTH AMENDMENT AND NINTH SUPPLEMENT TO MASTER COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR RIVERWALK (this "Ninth Supplemental Declaration") is made as of this 13th day of April, 2016, by THE GREENS OF ROCK HILL LLC, a South Carolina limited liability company ("Declarant") whose address is 998 Riverwalk Parkway, Suite 202, Rock Hill, South Carolina, 29730 as South Carolina limited liability company.

**BACKGROUND STATEMENT**

A. Declarant made those certain Master Covenants, Conditions, Easements, and Restrictions for Riverwalk, executed May 26, 2011 (the "Original Declaration"), which was recorded June 3, 2011, in Record Book 12008, Page 242 in the Office of the Clerk of Court for York County, South Carolina, with respect to certain real property located in the City of Rock Hill, York County, South Carolina, described and defined in the Declaration as the "Development Property." Capitalized terms used herein and not defined herein have the meanings given such terms in the Original Declaration. The Original Declaration, as amended and supplemented from time to time, is referred to herein as the "Declaration."

B. Pursuant to Section 20(H) of the Original Declaration, Declarant reserved the right and option to submit any or all of the Additional Property described in Exhibit B to the Original Declaration by filing one or more Supplements. Pursuant to Section 20(A)(ii) of the Original Declaration, Declarant also reserved the right and option, on the terms set forth therein, to amend the terms and provisions of the Original Declaration. Since the recordation of the Original Declaration, Declarant has recorded the following Supplements in the York County real estate records:

<u>Supplement No.</u>	<u>Book</u>	<u>Page</u>
One	12440	247
Two	13808	118
Three	13955	45

Four	14306	1
Five	14378	136
Six	14728	271
Seven	14729	54
Eight	14742	38

C. Declarant desires to annex a portion of the Additional Property to the General Plan of Development set forth in the Original Declaration, the legal description for which is attached hereto in Exhibit A and incorporated herein by this reference (the "Annexed Property"). Declarant further desires to amend the Original Declaration, as set forth hereinbelow, but only to the extent set forth hereinbelow.

D. Pursuant to Section 20(A)(ii) of the Original Declaration, Declarant reserved the right to unilaterally amend the Declaration, provided that such amendment must not (i) unreasonably restrict or diminish the rights or increase or expand the financial obligations of Owners other than Declarant with respect to Parcels already owned by such Owners (other than Declarant and its affiliates), or (ii) grant or establish any easement through, across, over or under any Parcel which Declarant has previously conveyed to an Owner not affiliated with Declarant, unless the written consent and concurrence as to such amendment is given by the Owner(s) and Mortgagee(s) of the affected Parcels. In conjunction with the annexation of the Annexed Property hereby, Declarant further desires to amend the Original Declaration, as set forth hereinbelow, but only to the extent set forth hereinbelow. Declarant has determined that such amendment is in compliance with the requirements of Section 20(A)(ii) of the Original Declaration.

E. This Ninth Supplemental Declaration is designed to create equitable servitudes and covenants applicable to and running with the land for all Annexed Property made subject hereto, and to further benefit and burden the Development Property by creating or reserving additional equitable servitudes and covenants pertaining thereto, as and to the extent provided for herein.

F. Declarant hereby declares that those portions of the Annexed Property made subject to the Original Declaration by this Ninth Supplemental Declaration shall be owned, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions and terms hereinafter set forth for the term and duration thereof, all of which are declared to be part of, pursuant to, and in furtherance of, a common and general plan of development, improvement, and enhancement of the Development Property and the Annexed Property. The provisions of this Ninth Supplemental Declaration are expressly intended to touch, concern, and run with the title to the Annexed Property subjected to this Ninth Supplemental Declaration, and the Development Property, as set forth herein, and shall be binding upon and inure to the benefit of Declarant, its

successors and assigns, and all persons having or acquiring any right, title, or interest in such properties, and their respective heirs, successors, executors, administrators and assigns.

**NOW, THEREFORE**, Declarant hereby declares as follows:

1. Submission of Annexed Property. Declarant is hereby exercising its option to submit the Annexed Property described in the attached Exhibit A to the Original Declaration and further declares that the Annexed Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to the Original Declaration, as amended and supplemented from time to time, and the covenants, conditions, restrictions, easements, charges and liens contained therein which shall touch, concern and run with the title to the Annexed Property, and which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the within-described Annexed Property, or any portion thereof, along with their respective heirs, successors, executors, administrators, and assigns.

2. Effect of Submission. Pursuant to the Original Declaration, each purchaser of a Parcel or any other component of the Development Property (as enlarged by Supplements adding Additional Property), by acceptance of a deed thereto, is subject to the terms of the Declaration by this Ninth Supplemental Declaration. Each Mortgagee, by accepting a mortgage upon a Parcel or other component of the Development Property subject to the terms of the Declaration, shall be deemed to have also consented to the powers of annexation and amendment reserved by Declarant in the Original Declaration and exercised by the Declarant through this Ninth Supplemental Declaration.

3. Upon recordation of this Ninth Supplemental Declaration, the Declaration shall apply to the Annexed Property in the same manner as if the Annexed Property had originally been subject to the Original Declaration and had originally constituted a portion of the Development Property; and therefore, the rights, privileges, duties, and liabilities of the parties which own any portion of the Annexed Property shall be the same as those involving all of the Development Property previously made subject to the Declaration, and the rights, obligations, privileges, duties and liabilities of the Owners, lessees and occupants of the Parcels in the Annexed Property shall be the same as though the Annexed Property had originally been subject to the Declaration, except as expressly provided in this Ninth Supplemental Declaration.

4. Amendment to Original Declaration. Pursuant to Section 20(A)(ii) of the Original Declaration, prior to the Class B Expiration Date, Declarant may unilaterally amend the Original Declaration (as more specifically set forth in the recitals herein above). As such, Declarant hereby delivers the following confirmations, agreements and acknowledgements, and to the extent necessary to deliver the same, amends the Original Declaration and adds certain provisions as follows:

(a) Each of Declarant, the Master Architectural Review Board and the Association (and all committees and individuals required therewithin to receive and approve the same) has received, reviewed and approved certain site plan documents, elevations and color schemes, including certain of those as required by and set forth in the Original Declaration with respect to the proposed development of the Grocery Parcel (as defined in Section 5 below) into a

grocery store, complete with parking, landscaping and ancillary areas. Provided that Lidl (as defined in Section 5 below) shall construct and develop the Grocery Parcel into a grocery store in a manner which is reasonably consistent with the reviewed and approved site plan documents, elevations and color schemes, the Grocery Parcel and Lidl is hereby removed from all further review and plan approval requirements provided in the Original Declaration so long as Lidl operates (or intends to operate upon completion of construction and development) the Grocery Parcel as a grocery store. In the event the Grocery Parcel is no longer operated (or intended to be operated upon completion of construction and development) as a grocery store, any changes to the site plan, construction plans, renderings, specifications, signage plans and materials descriptions must be submitted to the Master Architectural Review Board for prior review and approval pursuant to the provisions of the Original Declaration. Declarant further confirms and acknowledges that Lidl's planned use of the Grocery Parcel for grocery store and ancillary uses is expressly permitted pursuant to the terms of the Original Declaration (and any such documents made part thereof or referenced therein).

(b) If and to the extent Declarant (or its affiliates), in the future, anticipates construction of one or more joint pylon signs for all the portion of the Encumbered Property (as defined in Section 5 below) known as the "Town Center" and being that which is depicted on Exhibit C-1 attached hereto and incorporated herein by reference, Declarant agrees to provide Lidl with written notice of such plans prior to completion thereof and construction of any such joint pylon sign. Such notice shall offer Lidl first choice in selecting its preferred placement on the second-tier on each such joint pylon sign. Should Lidl elect to accept such offer and wish to select its placement, it shall deliver written confirmation of such acceptance (along with its choice of placement) to Declarant within fifteen (15) business days of receipt of such notice from Declarant hereunder. Failure of Lidl to respond within such period shall constitute rejection of such offer by Lidl to maintain first choice placement rights on the second-tier with respect to such joint pylon sign, but shall in no way waive any right or privilege of Lidl to be included thereon. Lidl shall be responsible for paying all expenses it shall incur in adding and incorporating its signage to the joint pylon sign. As used herein, a "joint pylon sign" shall mean and refer to any permanent signage located within any Common Properties which indicates or highlights some or all (but always more than one) of the occupants of the Encumbered Property.

5. Restrictions for Benefit of Grocery Parcel. Hereafter, subject to the terms and conditions set forth below, no Parcel within the "Encumbered Property" (being a portion of the Development Property, the legal description for which is attached hereto in Exhibit C and incorporated herein by this reference), other than the "Grocery Parcel" (the legal description for which is attached hereto as Exhibit B, attached hereto and incorporated by this reference) shall be used for the sale of: (1) packaged or fresh seafood, meat or poultry for off-premises consumption, (2) packaged or fresh produce or vegetables for off-premises consumption, (3) packaged or fresh dairy products (excluding cone ice cream, frozen yogurt, or similar confection/dessert items) for off-premises consumption, (4) packaged or fresh bakery products for off-premises consumption, (5) Intentionally Omitted and (6) other grocery items that are typically sold in grocery stores and/or supermarkets (collectively, "Grocery Items"); provided, however, any such Parcel may be utilized for such purposes as set forth herein above if the space utilized by any single retailer for the sale of Grocery Items (individually and in the aggregate as it relates to such Grocery Items) does not exceed 8,000 square feet; and, further, provided, that if

Lidl US Operations, LLC, a Delaware limited liability company (together with its affiliates, as and when operating a Business under the Lidl or related brand name, "Lidl") shall, after operations at the Annexed Property begin, cease such operations for more than one hundred eighty (180) consecutive days (which 180-day period shall be tolled for those days that Lidl fails to use the Grocery Parcel due to casualty, condemnation, remodeling, closures required by any governmental authority, or other closures outside of the reasonable control of Lidl), then such restriction shall no longer apply or be operable with respect to the other Parcels within the Encumbered Property. Notwithstanding anything contained herein to the contrary, a national pharmacy or local pharmacy shall be allowed to operate within the Encumbered Property and shall not be restricted by the 8,000 square feet restriction on the sale of Grocery Items set forth above, provided that such pharmacy shall not exceed 20,000 square feet in building size. The negative covenant provided for in this Section 5 shall touch, concern and run with the title to the Grocery Parcel and the Encumbered Property.

6. Interpretation.

(a) All of the provisions of this Ninth Supplemental Declaration and the Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the property as set forth in the Original Declaration, which is incorporated herein by this reference.

(b) Each of the provisions of this Ninth Supplemental Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

(c) Whenever the context may require, any pronouns used shall include the corresponding masculine, feminine or neuter forms, and the singular shall include the plural and vice versa.

(d) All captions and titles used in this Ninth Supplemental Declaration are intended solely for convenience of reference only and shall not affect the meaning or interpretation of any of the provisions hereof.

(e) This Ninth Supplemental Declaration shall be construed in accordance with and governed by the laws of the State of South Carolina.

(f) The above preamble and Background Statement are incorporated herein by this reference as fully as though re-set forth here verbatim.

7. Nothing contained herein shall be construed to limit the right of Declarant to add any other portion of the Additional Property to the Development Property by filing one or more additional Supplements.

8. Except as expressly set forth in this Ninth Supplemental Declaration, all terms, covenants, conditions and restrictions contained in the Declaration shall remain unchanged and

shall apply as fully to the Annexed Property as though they were set forth herein. Declarant confirms the making and validity of the Declaration and its application to all of the Development Property.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, Declarant has executed this Ninth Supplement to Master Covenants, Conditions, Easements, and Restrictions for Riverwalk as of the date first above written.

Signed, sealed and delivered in the presence of

DECLARANT:  
THE GREENS OF ROCK HILL LLC  
BY: ASSURED ADMINISTRATION, LLC,  
its Manager

[Signature]  
Witness 1

By: [Signature]

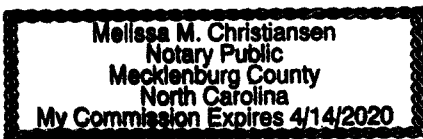
Melissa Christensen Its: Manager  
Witness 2

**ACKNOWLEDGEMENT**

PERSONALLY APPEARED before me Mark S. Mather, as the Manager of Assured Administration, LLC, the Manager of the within named Declarant, who, after being duly sworn, acknowledged his/her execution of the within instrument in the said capacity and for the uses and purposes set forth within.

SWORN TO before me this 13 day of April, 2016

Melissa M. Christensen  
Notary Public for South Carolina  
My Commission Expires: 4-14-2020  
[SEAL]



**ADDITIONAL JOINDER SIGNATURE PAGE TO FOLLOW**

LIDL US OPERATIONS, LLC JOINS IN THE EXECUTION HEREOF, AS THE CONTRACT PURCHASER OF THE ANNEXED PROPERTY.

**Signed, sealed and delivered in the presence of LIDL US OPERATIONS, LLC**

Robert Hester  
WITNESS #1

Baxter Burnworth  
WITNESS #2

LIDL US OPERATIONS, LLC  
a Delaware limited liability company

By: Lidl US Management, Inc., a Delaware corporation, its Manager

[Signature]  
By: Gareth Reed  
Executive Vice President – Real Estate

[Signature]  
By: Payton Reid  
Vice President – Real Estate

**ACKNOWLEDGEMENT**

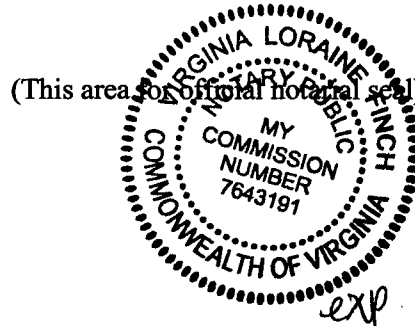
STATE OF \_\_\_\_\_ )

County of Arlington ) ss. )

On April 13th, 2016, before me, a notary public in and for said state, personally appeared Gareth Reed and Payton Reid, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that their signatures on the instrument the persons acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]  
Signature



STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss. )

On \_\_\_\_\_, 201\_\_, before me, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

(This area for official notarial seal)

[Handwritten Signature]



**EXHIBIT A**  
**Legal Description of Annexed Property**

ALL that certain piece, parcel, or tract of land lying and being situate in the City of Rock Hill, County of York, State of South Carolina, shown as containing 3.616 acres, more or less, upon that certain plat of survey prepared by Summit Land Services, PC entitled "SUBDIVISION PLAT OF 3.616 ACRES, A PORTION OF PARCEL #6620701094 FOR THE GREENS OF ROCK HILL, LLC," dated March 21, 2016, last revised March 24, 2016, and recorded in the York County, South Carolina, Clerk of Court's Office in Plat Book E386, at Page 9, on April 7, 2016, reference to which plat is hereby made for a more complete and accurate description of the afore-described property.

**TOGETHER WITH:**

ALL that certain piece, parcel, or tract of land lying and being situate in the City of Rock Hill, County of York, State of South Carolina, shown as containing 11.20 acres, more or less, upon that certain plat of survey prepared by Pittman Professional Land Surveying, entitled "FINAL PLAT FOR THE GREENS OF ROCK HILL, LLC," dated December 22, 2015, and recorded in the York County, South Carolina, Clerk of Court's Office in Plat Book E374, at Page 8, on February 8, 2016, reference to which plat is hereby made for a more complete and accurate description of the afore-described property.

DECLARANT EXPRESSLY RESERVES, HOWEVER, THE RIGHT TO DEDICATE OR TO CAUSE TO BE DEDICATED TO THE CITY OF ROCK HILL, AND TO CONVEY TO THE CITY OF ROCK HILL OR TO CAUSE TO BE CONVEYED TO THE CITY OF ROCK HILL IN FEE SIMPLE AS A PART THEREOF, AT DECLARANT'S ELECTION, ALL ROAD RIGHTS OF WAY SHOWN UPON THE AFORESAID PLATS, OTHER THAN ANY BEING SHOWN THEREON AS PRIVATE RIGHTS-OF-WAY.

**EXHIBIT B**  
**Legal Description of Grocery Parcel**

ALL that certain piece, parcel, or tract of land lying and being situate in the City of Rock Hill, County of York, State of South Carolina, shown as containing 3.616 acres, more or less, upon that certain plat of survey prepared by Summit Land Services, PC entitled "SUBDIVISION PLAT OF 3.616 ACRES, A PORTION OF PARCEL #6620701094 FOR THE GREENS OF ROCK HILL, LLC," dated March 21, 2016, last revised March 24, 2016, and recorded in the York County, South Carolina, Clerk of Court's Office in Plat Book E386, at Page 9, on April 7, 2016, reference to which plat is hereby made for a more complete and accurate description of the afore-described property.

**EXHIBIT C**  
**Legal Description of Encumbered Property**

All that certain piece, parcel or tract of land lying and being in the City of Rock Hill, County of York, State of South Carolina, being described as follows:

BEGINNING at the Point of beginning on the northeast side of the property, thence S 80°38'57" W a distance of 13.13'; thence S 00°40'28" W a distance of 11.84'; thence with a curve turning to the left with an arc length of 22.07', with a radius of 245.54', with a chord bearing of S 12°01'37" W, with a chord length of 22.06'; thence S 22°31'33" W a distance of 20.85'; thence S 21°55'47" W a distance of 105.45'; thence S 68°52'02" E a distance of 78.23'; thence S 41°32'12" W a distance of 6.44'; thence S 69°35'56" W a distance of 20.70'; thence S 58°32'02" W a distance of 18.80'; thence S 11°53'48" W a distance of 14.47'; thence S 12°05'11" E a distance of 66.03'; thence N 72°12'26" W a distance of 92.54'; thence S 21°07'56" W a distance of 55.50'; thence N 76°23'36" W a distance of 37.53'; thence with a curve turning to the left with an arc length of 119.91', with a radius of 467.25', with a chord bearing of S 12°31'46" W, with a chord length of 119.58'; thence N 78°31'27" W a distance of 276.67'; thence N 35°22'31" W a distance of 23.22'; thence N 88°32'59" W a distance of 30.74'; thence N 50°42'12" W a distance of 80.66'; thence N 82°34'17" W a distance of 121.97'; thence N 82°34'17" W a distance of 51.37'; thence S 65°53'36" W a distance of 33.26'; thence S 74°28'06" W a distance of 78.91'; thence S 74°28'06" W a distance of 55.60'; thence S 81°39'24" W a distance of 166.97'; thence S 04°21'01" E a distance of 239.18'; thence with a curve turning to the right with an arc length of 122.75', with a radius of 122.06', with a chord bearing of S 22°47'55" W, with a chord length of 117.64'; thence N 41°12'01" W a distance of 46.56'; thence with a curve turning to the left with an arc length of 30.17', with a radius of 24.00', with a chord bearing of N 86°24'25" E, with a chord length of 28.22'; thence with a compound curve turning to the left with an arc length of 74.78', with a radius of 92.25', with a chord bearing of N 16°54'51" E, with a chord length of 72.75'; thence N 04°21'01" W a distance of 241.97'; thence N 06°13'57" W a distance of 122.59'; thence N 04°20'37" W a distance of 223.58'; thence N 40°38'59" E a distance of 26.08'; thence with a curve turning to the left with an arc length of 1.53', with a radius of 2.00', with a chord bearing of N 18°42'00" E, with a chord length of 1.50'; thence with a reverse curve turning to the right with an arc length of 104.15', with a radius of 148.50', with a chord bearing of N 16°50'36" E, with a chord length of 102.03'; thence N 36°56'09" E a distance of 7.29'; thence with a curve turning to the left with an arc length of 116.17', with a radius of 136.50', with a chord bearing of N 12°33'17" E, with a chord length of 112.70'; thence N 11°49'34" W a distance of 28.45'; thence with a curve turning to the right with an arc length of 327.27', with a radius of 163.50', with a chord bearing of N 45°31'03" E, with a chord length of 275.31'; thence with a reverse curve turning to the left with an arc length of 46.10', with a radius of 25.00', with a chord bearing of N 50°02'25" E, with a chord length of 39.84'; thence with a compound curve turning to the left with an arc length of 6.33', with a radius of 32.50', with a chord bearing of N 08°21'48" W, with a chord length of 6.32'; thence N 13°24'40" W a distance of 83.80'; thence N 22°26'21" E a distance of 112.26'; thence S 61°36'56" E a distance of 143.35'; thence S 65°44'43" E a distance of 75.46'; thence S 61°42'09" E a distance of 61.11'; thence S 44°11'34" E a distance of 24.54'; thence S 35°23'11" W a distance of 93.54'; thence S 67°11'17" W a distance of 27.14'; thence S 53°37'23" W a distance of 29.69'; thence S 35°29'26" W a distance of 10.17'; thence S 49°11'01" W a distance of 7.98'; thence S 09°31'32" W a distance of 14.92'; thence S 44°00'47" W a

distance of 14.81'; thence S 59°19'52" W a distance of 25.52'; thence S 18°21'10" E a distance of 10.42'; thence S 77°12'18" E a distance of 10.68'; thence S 43°34'46" E a distance of 5.28'; thence N 90°00'00" E a distance of 17.48'; thence N 77°52'35" E a distance of 21.22'; thence N 46°25'31" E a distance of 21.30'; thence N 41°27'26" E a distance of 14.60'; thence N 23°03'05" E a distance of 23.24'; thence N 30°49'15" E a distance of 23.82'; thence N 66°23'16" E a distance of 24.41'; thence N 38°29'12" E a distance of 20.12'; thence N 50°23'16" E a distance of 27.04'; thence N 62°05'49" E a distance of 16.97'; thence N 84°36'19" E a distance of 13.53'; thence N 43°47'44" E a distance of 2.62'; thence N 72°19'57" E a distance of 18.95'; thence N 78°39'07" E a distance of 13.72'; thence S 57°48'16" E a distance of 172.13'; thence S 69°18'47" E a distance of 136.24'; thence S 63°57'37" E a distance of 185.72'; thence S 67°10'45" E a distance of 53.19'; thence S 05°33'09" E a distance of 47.72'; thence S 16°57'39" E a distance of 31.34'; thence S 63°28'19" E a distance of 31.98'; thence S 27°25'28" E a distance of 34.62'; thence S 27°25'28" E a distance of 11.36'; thence S 41°01'56" E a distance of 18.05'; thence S 10°25'33" E a distance of 7.94'; thence S 10°50'00" W a distance of 19.74'; thence S 07°53'26" W a distance of 23.63'; thence S 18°16'00" W a distance of 29.47'; thence S 00°00'00" E a distance of 19.30'; thence S 10°32'51" E a distance of 10.55'; thence S 19°41'09" E a distance of 12.31'; thence N 82°02'49" W a distance of 88.03'; which is the point of beginning, having an area of 19.75 acres, more or less.

**TOGETHER WITH:**

All that certain piece, parcel or tract of land lying and being in the City of Rock Hill, County of York, State of South Carolina, having an area of 1874115.10 square feet, 43.02 acres, and being described as follows:

BEGINNING at the Point of beginning, being located at North: 1145100.8760', East: 2006366.8836'; Thence, S 48° 55' 38.5" E for a distance of 116.9361 feet to a point on a line; Thence, S 31° 01' 01.7" E for a distance of 205.4056 feet to a point on a line; Thence, S 25° 18' 50.0" E for a distance of 82.3968 feet to a point on a line; Thence, S 38° 15' 29.4" E for a distance of 41.8146 feet to a point on a line; Thence, S 52° 24' 44.6" E for a distance of 191.8472 feet to a point on a line; Thence, S 71° 05' 33.3" E for a distance of 152.9763 feet to a point on a line; Thence, S 60° 04' 23.4" E for a distance of 84.1784 feet to a point on a line; Thence, S 51° 33' 14.4" E for a distance of 32.0451 feet to a point on a line; Thence, S 36° 37' 29.9" W for a distance of 657.6210 feet to a point on a line; Thence, S 36° 37' 29.9" W for a distance of 258.2041 feet to a point on a line; Thence, N 53° 22' 30.1" W for a distance of 17.0000 feet to a point on a line; Thence, S 36° 37' 29.9" W for a distance of 72.4379 feet to a point on a line; Thence, S 53° 22' 30.1" E for a distance of 17.0000 feet to a point on a line; Thence, S 36° 37' 29.9" W for a distance of 74.3894 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 42° 19' 50.6", having a radius of 147.0475 feet, and whose long chord bears S 14° 29' 46.7" W for a distance of 106.1861 feet to a point of intersection with a non-tangential line; Thence, S 36° 54' 14.4" W for a distance of 30.6045 feet to a point on a line; Thence, S 53° 22' 30.1" E for a distance of 45.7896 feet to a point on a line; Thence, S 36° 37' 29.9" W for a distance of 67.0000 feet to the beginning of a non-tangential curve, Said curve turning to the left through an angle of 03° 22' 59.9", having a radius of 583.5011 feet, and whose long chord bears S 55° 04' 00.1" E for a distance of 34.4506 feet to a point of intersection with a non-tangential line; Thence, S 34° 56' 06.2" W for a distance of 271.4372 feet to a point on a

line; Thence, S 36° 36' 52.0" W for a distance of 260.8495 feet to a point on a line; Thence, N 53° 24' 07.0" W for a distance of 285.3401 feet to a point on a line; Thence, S 36° 16' 44.5" W for a distance of 65.4517 feet to a point on a line; Thence, N 53° 42' 02.9" W for a distance of 79.0965 feet to a point on a line; Thence, S 37° 21' 52.7" W for a distance of 112.2691 feet to a point on a line; Thence, N 53° 44' 28.3" W for a distance of 72.0690 feet to a point on a line; Thence, N 35° 59' 39.7" E for a distance of 45.8065 feet to a point on a line; Thence, N 53° 26' 25.8" W for a distance of 670.8058 feet to a point on a line; Thence, N 36° 42' 07.0" E for a distance of 817.0800 feet to a point on a line; Thence, N 41° 44' 21.0" E for a distance of 1138.2000 feet to a point on a line; Thence, S 48° 21' 11.0" E for a distance of 26.1600 feet to a point on a line; Thence, S 41° 38' 49.0" W for a distance of 27.0000 feet to a point on a line. Thence, S 48° 21' 11.0" E for a distance of 52.0000 feet to a point on a line; Thence, N 41° 38' 49.0" E for a distance of 64.7300 feet to a point on a line; Thence, N 48° 21' 11.0" W for a distance of 78.1000 feet to a point on a line; thence N 42° 24' 56.8" E a distance of 20.0004 feet to the POINT OF BEGINNING.

**LESS AND EXCEPT: [BNA Parcel]**

ALL that certain piece, parcel, or tract of land lying and being situate in part along Herron's Ferry Road, in the City of Rock Hill, County of York, State of South Carolina, shown as tract "C5," and designated as "TRACT 'C' 5537 SF 0.13 Acres," upon that certain plat of survey prepared by James Jetter Pittman, of Pittman Professional Land Surveying, entitled "FINAL PLAT OF RIVERWALK PHASE 1B LOCATED IN THE RIVERWALK DEVELOPMENT," dated April 9, 2012, last revised May 16, 2014, and recorded in the York County, South Carolina, Clerk of Court's Office in Plat Book E-253, at Page 5, on May 23, 2014, to which plat reference is hereby made for a more complete and accurate description of the said property.

**LESS AND EXCEPT: [The Pump House Parcel]**

ALL that certain piece, parcel, or tract of land lying and being situate in the City of Rock Hill, County of York, State of South Carolina, shown as "TRACT B," containing 0.09 acres, more or less, upon that certain plat of survey prepared by Pittman Professional Land Surveying entitled "FINAL PLAT FOR RIVER PUMP HOUSE, LLC," dated April 1, 2014, last revised July 16, 2014, and recorded in the York County, South Carolina, Clerk of Court's Office in Plat Book E-265, at Page 8, on August 6, 2014, reference to which plat is hereby made for a more complete and accurate description of the afore-described property.

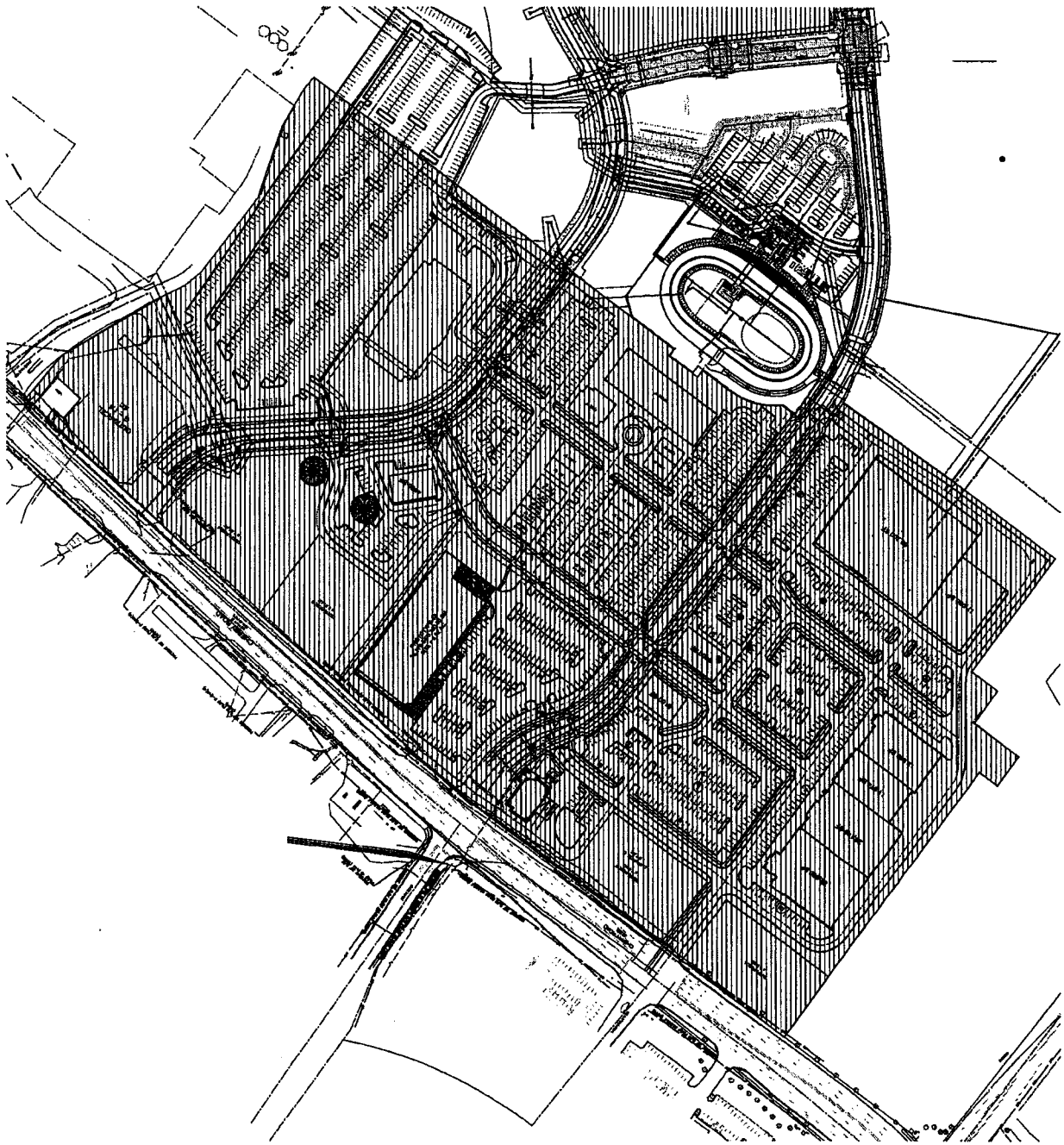
**LESS AND EXCEPT: [River District Building Six Parcel]**

Beginning at the South West intersect of Herrons Ferry Road and Terrace Park at a #5 Rebar Set being the Point of Beginning; thence running with the right of way of Terrace Park S 22°13'21" W a distance of 59.96' to a #5 Rebar Set; continuing with said right of way for S 82°13'41" W a distance of 22.76' to a #5 Rebar Set; continuing with said right of way for S 22°13'41" W a distance of 75.54' to a #5 Rebar Set; thence turning and running with the property of Greens of Rock Hill for the following four (4) courses; N 67°46'19" W a distance of 74.94' to a #5 Rebar Set; thence N 22°13'41" E a distance of 32.95' to a #5 Rebar Set; thence N 67°46'19" W a distance of 9.80' to a #5 Rebar Set; thence N 01°00'12" W a distance of 122.76' to a #5 Rebar

Set; thence turning and running with the right of way of Herrons Ferry Road with a curve turning to the right with an arc length of 45.98', with a radius of 127.50', with a chord bearing of S 78°06'09" E, with a chord length of 45.73', to a #5 Rebar Set; continuing with said right of way for S 67°46'19" E a distance of 100.81' to a #5 Rebar Set; continuing with said right of way for S 22°46'19" E a distance of 10.00' to a #5 Rebar Set; which is the point of beginning, having an area of 17138.23 square feet, 0.39 acres.

Each of the above described parcels being as shown on the drawings attached hereto as Exhibit C-1 and C-2, which are hereby incorporated herein by reference and made a part of the above descriptions. For purposes of clarity, the areas identified on Exhibit C as "less and excepting" parcels (namely BNA Parcel, The Pump House Parcel and River District Building Six Parcel) are depicted and included within the "Project Boundary" area on the drawing attached as Exhibit C-2 but are not a part of the "Encumbered Property" as described in Section 5 or subject to the provisions of Section 5 of the Ninth Supplemental Declaration.

**EXHIBIT C-1**  
**Site Plans/Maps Depicting Encumbered Property (Town Center)**





**EXHIBIT C-2**  
**Site Plans/Maps Depicting Encumbered Property (River District) (cont'd)**

CATAWBA RIVER

LEGEND

NOT INCLUDED  
IN LIMITED  
COMMON  
PROPERTY



PROJECT BOUNDARY

